

An instruction which informs the jury as to the legal effect of a plea of "not guilty", is proper. *Wallis v. Wilkinson*, 73 Md. 131.

The act of 1872, ch. 346, only authorizes a judgment by default against certain defendants where others have appeared and made defense, so that as against them the trial can proceed. Judgment by default held to be unauthorized. Old ejectment practice. The act of 1872, ch. 346, criticised. *MacKenzie v. Renshaw*, 55 Md. 296.

For cases involving the recovery of *mesne* profits prior to the act of 1872, ch. 346, see *Tongue v. Nutwell*, 31 Md. 302; *Mitchell v. Mitchell*, 21 Md. 585. See sec. 22.

1904, art. 75, sec. 72. 1900, ch. 559, sec. 69 A.

72. An outstanding mortgage shall not prevent the real owner as mortgagor of said property from maintaining an action of ejectment against any person or persons other than the mortgagee, or his, her or their assigns.

See notes to sec. 71.

Ibid. sec. 73. 1888, art. 75, sec. 70. 1872, ch. 346, sec. 2.

73. In all cases between landlord and tenant, as often as it shall happen that one-half year's rent shall be in arrear and the landlord or lessor to whom the same is due hath right by law to re-enter for the non-payment thereof, such landlord or lessor shall and may, without any formal demand or re-entry, serve a copy of a declaration in ejectment for the recovery of the demised premises; or in case the same cannot be legally served, or no tenant be in actual possession of the premises, then he shall affix the same upon the door of any demised messuage, or in case such action of ejectment shall not be for the recovery of any messuage, then upon some notorious place of the lands, tenements or hereditaments comprised in such declaration in ejectment; and such affixing shall be deemed legal service thereof, which service or affixing such declaration in ejectment shall stand in the place and stead of a demand and re-entry; and in case of judgment against the defendant for non-appearance, if it shall be made to appear to the court where said suit is depending, by affidavit, or be proved upon the trial in case the defendant appears, that half a year's rent was due before the said declaration was served and no sufficient distress was to be found on the demised premises countervailing the arrears then due and that the lessor or landlord had power to re-enter, then and in every such case the lessor or landlord shall recover judgment and execution in the same manner as if the rent in arrear had been legally demanded and a re-entry made; and in case the lessee or his assignee, or other person claiming or deriving under the said lease shall permit and suffer judgment to be had and recovered on such trial in ejectment and execution to be executed thereon, without paying the rent and arrears, together with full costs, and without proceeding for relief in equity within six calendar months after such execution executed; in every such case the said lessee, his assignee, and all other persons claiming and deriving under the said lease shall be barred and foreclosed from all relief or remedy in law or equity than by bringing error or appeal for reversal of such